

DECISION

Dispute Codes DRI, MNDC, FF

Introduction

This is an application filed by the Tenant to dispute an additional rent increase, to request a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended the hearing and have acknowledged receiving the evidence submitted by the other party, I am satisfied that each has been properly served with the notice of hearing and any evidence submitted under the Act.

It was clarified by the Tenant that \$1,000.00 in the monetary claim was spoken to and addressed in Residential Tenancy Branch File No. 777052 and need not be addressed in this hearing.

Issue(s) to be Decided

Has the Tenant established that an illegal rent increase was given by the Landlord?
Is the Tenant entitled to a monetary order for compensation under the Act, regulation or tenancy agreement?

Background and Evidence and Analysis

The Tenant seeks recovery of \$650.00 (\$50.00 per month) from the tenancy period of February 1, 2010 to February 30, 2011. The Landlord disputes this claim. The Tenant relies on a tenancy agreement dated October 26, 2005 with Ivy Green Mobile Home Park and a tenancy agreement dated January 30, 2010 with LMF Inc. Mobile Home Park. The Tenant states that the difference in the two tenancy agreements was an illegal rent increase. The Landlord states that the tenancy agreement with Ivy Green Mobile Home Park ended after the Tenant received a notice to end tenancy. The Landlord also states that the new fixed term tenancy with LMF was a new interim tenancy agreement for transition between the old park and the new park and was not a rent increase. I find based upon the evidence and testimony provided that no additional

rent increase occurred and that the Tenant entered into a new tenancy agreement with the Landlord at the agreed upon terms. The Tenant's application to dispute an additional rent increase is dismissed without leave to reapply.

The Tenant is also seeking \$1,500.00 in money owed because the Landlord failed to provide a pad in the new park to the tenant. The Tenant relies on copy of Addendum #1 dated January 28, 2010. The Landlord disputes this and also refers to the Addendum and states that the \$1,500.00 credit was contingent on section (e) which states that any tenants not relocating to the new home park will not receive the \$1,500.00 credit. The Tenant states that he was prevented from moving into the new park because of an age restriction of 55 years. The Landlord disputes this stating that the Tenant was exempt from this age restriction as a restrictive covenant was placed to allow all residents of Ivy Green Home Park to move into the new park. The Tenant states that he was unaware of this restrictive covenant. The Landlord's Agent, D.S. disputes this stating that there were many meetings where the Tenant was present where the information for this restrictive covenant was discussed. The Landlord has also provided evidence that the Tenant's specification for a uniquely larger than normal lot was accommodated and has provided the plans that were agreed upon by the parties. I find based upon the addendum referred to by both parties that the Tenant was not eligible for the \$1,500.00 moving assistance credit as he did not move into the new park. Also, I find that the Tenant was able to move in to the new park but chose not to.

The Tenant also seeks recovery of \$114.13 for the filing fee and postage from Residential Tenancy Branch File No. 777052. This was addressed during the hearing that other than the filing fee Section 72 of the Act does not provide for recovery of postage costs. The filing fee for RTB File 777052 cannot be addressed in this hearing and was decided upon in that decision.

The Tenant is seeking recovery of \$22, 566.93 for losses due to his move from the rental property to a purchased land parcel that he bought. These costs range from the professional moving costs of the home to electrical upgrades, lawyers fees for the land purchase and other items listed in Tenants details of dispute. The Tenant states that because the pad was not provided to him in the new park, he should be compensated with these costs of moving. The Landlord disputes this stating that the Tenant chose to not move in to the new park and that these costs are expenses have nothing to do with the tenancy. The Landlord also states that the Tenant never entered into a signed tenancy agreement with the Landlord at the new park. I find that the Tenant has failed to establish a claim for these costs. The Tenant has not shown how these cost are attributed to any negligence by the Landlord.

The issue at hand is that the Tenant has not provided any evidence that the Landlord denied him entry into the new park. The blank tenancy agreements referred to by the Tenant are just that. Unsigned and undated. No Tenancy Agreement existed with the Tenant and the new park. The Tenant referred to by the Landlord's Agent, D.S. has refuted the claim that he gave verbal notice that the Tenant could not move into the new park because of his age. Evidence provided by the Landlord show that Tenant never entered into a tenancy agreement at the new park and that the Landlord was expecting the Tenant to move in by accommodating his specifications concerning the size of the lot for his home. On this basis, I prefer the evidence of the Landlord over that of the Tenant and dismiss the Tenant's entire application without leave to reapply.

Conclusion

The Tenant's entire application is dismissed without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: April 04, 2012.

Residential Tenancy Branch